

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RYSE UP SPORTS NUTRITION LLC		10/24/2022	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	8850 BOEDEKER STREET		
Internal Address:	4th Floor		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6130706	RYSE UP SUPPLEMENTS	
Serial Number:	87664975	FUEL YOUR GREATNESS	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	3134-2254		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	10/25/2022		
Total Attachments: 7			
source=07. Intellectual Property Security Agreement (RYSE Up) - Executed#page1.tif			

CH \$65.00 6130706

source=07. Intellectual Property Security Agreement (RYSE Up) - Executed#page2.tif
source=07. Intellectual Property Security Agreement (RYSE Up) - Executed#page3.tif
source=07. Intellectual Property Security Agreement (RYSE Up) - Executed#page4.tif
source=07. Intellectual Property Security Agreement (RYSE Up) - Executed#page5.tif
source=07. Intellectual Property Security Agreement (RYSE Up) - Executed#page6.tif
source=07. Intellectual Property Security Agreement (RYSE Up) - Executed#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of October 24, 2022, is made by the Grantor party hereto (“Grantor”), in favor of COMERICA BANK (the “Secured Party”).

WHEREAS, RYSE UP SPORTS NUTRITION LLC, a Texas limited liability company (the “Borrower”) and the Secured Party have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”). Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Credit Agreement.

WHEREAS, as a condition precedent to the making of the loans or other credit extensions by the Secured Party under the Credit Agreement, the Grantor has executed and delivered in favor of the Secured Party that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Secured Party a security interest in, among other property, all intellectual property of Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Secured Party a security interest in all of Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) the patents and patent applications set forth in Schedule A attached hereto (collectively, the “Patents”);

(ii) the trademark and service mark registrations and applications set forth in Schedule B attached hereto, together with the goodwill symbolized thereby (the “Trademarks”);

(iii) all copyrights, whether registered or unregistered, set forth in Schedule C attached hereto, together with any copyrights, whether registered or unregistered, hereafter acquired by Grantor (the “Copyrights”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of

the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor under this IP Security Agreement secures the prompt and complete payment and performance when due of all Indebtedness of the Grantor, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party. **Secured Party may remove the signature pages from one or more counterparts and attach them to any other counterpart for the purpose of having a single document containing the signatures of all parties.** Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile, emailed portable document format ("pdf"), or tagged image file format ("tiff") or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of an original executed counterpart of a signature page to this IP Security Agreement. Any party sending an executed counterpart of a signature page to this IP Security Agreement by facsimile, pdf, tiff or any other electronic means shall also send the original thereof to Secured Party within five (5) days thereafter, but failure to do so shall not affect the validity, enforceability, or binding effect of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

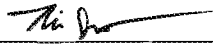
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this IP Security Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

GRANTOR:

RYSE UP SPORTS NUTRITION LLC,
a Texas limited liability company

By: 
Name: Will Stella
Title: CEO and Manager

Address for Notices:
6644 All Star Ave., Suite 140
Frisco, Texas 75033

Fax No.: _____
Telephone No.: 214-697-8016
Attention: Stu Grubbs
e-mail: stu@ryseupps.com

SECURED PARTY:

COMERICA BANK,
as Secured Party

By: Kylie Moreland
Kylie Moreland
Vice President

Notice Address:

8850 Boedeker Street, 4th Floor
Dallas, Texas 75225
Facsimile No.: (214) 890-5130
Attention: Kylie Moreland
e-mail: KMMoreland@comerica.com

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARKS

Mark	Goods	App. Date	App. No./Reg. No.	Reg. Date
RYSE UP SUPPLEMENTS	INT. CL. 5 DIETARY SUPPLEMENTS	App 30-OCT-2017	App 87664927 Reg 6130706	Reg 18-AUG-2020
FUEL YOUR GREATNESS	INT. CL. 5 DIETARY SUPPLEMENTS	App 30-OCT-2017	App 87664975	

SCHEDULE C

COPYRIGHTS

None.